found that the intention of the parties was undoubtedly to pass title, especially in view of a term of the contract that "it is mutually understood that this contract—constitutes an absolute sale." In deciding that title passed the court must have proceeded upon the theory of potential interest. But, on this question, "the better view seems to be that a sale of a certain crop—made before the seeds were planted passes no title to the buyer, for the reason that nothing can be the subject of bargain and sale which has no actual or potential existence at the date of sale, and, until the crop is actually growing, or at least until the seeds are planted, the crop cannot be said to have even a potential existence." RULING CASE LAW, Vol. 23, p. 1248, citing numerous cases, as, *Long* v. *Hines,* 40 Kan. 216. Such transaction does seem, by authority of many cases, to pass an equitable interest which will attach when the crop comes into existence. RULING CASE LAW, Vol. 23, p. 1248,—*Mayer & Co.* v. *Taylor & Co.,* 69 Ala. 403. But, on the other hand, some cases seem to hold that such crops have a potential existence and can be the subject of sale or mortgage. *Arques* v. *Wasson,* 51 Cal. 620, and that title will pass when the crop comes into existence. *Baxter* v. *Bush,* 29 Vt. 465. The court in the case at hand has apparently adopted this latter view, but seems to have extended it at least, in intimating that present title passes; possibly this may be in accordance with a theory suggested in WILLISTON ON SALES, § 133, as follows: "It seems to be assumed that title passes as of date of bargain. Accurately expressed this means that when the goods come into existence title to them passes free from any defects of title due to rights which have accrued since the time of the original bargain." Holding as the court does here that title passed, they nevertheless subject this title to the mortgage to Hatton, made after the beans came into existence; it does not clearly appear from this report whether or no Hatton had notice of the plaintiff's claim. It would seem that if K. vested in plaintiff all his potential interest at the time of the original bargain, no interest would have ever been in K. sufficient to enable him to make a valid mortgage of same; and that this differs from a sale of goods in existence with no delivery and a subsequent mortgage to a purchaser for value by the vendor remaining in possession. *Hull* v. *Hull,* 48 Conn. 250.

TENANCY IN COMMON—LEASE BY COTENANT BY METES AND BOUNDS VOIDABLE NOT VOID.—Defendants took a lease by metes and bounds of a portion of premises of which the lessors were tenants in common with plaintiffs. Plaintiffs did not join in the execution of the lease and sued in ejectment. *Held,* that the lease was not void, but voidable at the option of the cotenants who did not participate in the execution of the lease; but that even after said cotenants elected to avoid the lease, the defendants were entitled to occupy the portion described in the lease as tenants in common with them until partition.—*Pastine et al* v. *Altman et al.* (Conn., 1919), 107 Atl. 803.

The question involved in the principal case has arisen usually in cases of conveyance in fee, and courts have not agreed upon it. The oldest doctrine in the United States was that such a deed was obsolutely void; (*Porter* v. *Hill,* 9 Mass. 34; *Griswold* v. *Johnson,* 5 Conn. 303) but this was modified in *Johnson* v. *Stevens,* 7 Cush. (Mass.) 431 and *Hartford & Salisbury Ore Co.*

v. *Miller,* 41 Conn. 112, holding such a deed voidable. The great majority of courts will give effect to the deed so far as this may be done without prejudicing the rights of partition and joint occupation of the non-assenting cotenants. *Soutter* v. *Porter,* 27 Maine 405; *McKey* v. *Welch,* 22 Tex. 390. And the courts are inclined to protect the purchaser as far as possible. *Furrh* v. *Winston,* 66 Tex. 521. Accordingly, the great weight of authority holds that, if upon partition, the grantor acquires an estate in severalty in the premises described in the deed, or any part thereof, this subsequently acquired estate vests in the grantee because of the doctrine of estoppel. *Kenoye* v. *Brown,* 82 Miss. 607; *Great Falls Co.* v. *Worster,* 15 N. H. 412; *Cressey* v. *Cressey,* 215 Mass. 65. However, the grantee can under no circumstances, acquire any interest in any part of the common property not described in his deed. *Great Falls Co.* v. *Worster, supra; Soutter* v. *Porter, supra.* What has been considered a different view was taken in *Lessee of White* v. *Sayre,* 2 Ohio 110, where it was held that since a cotenant can convey his interest in the entire common property, he can do so with regard to a specifically described part of that property. This view was approved in *Robinett* v. *Preston's Heirs,* 2 Rob. (Va.) 278; and *Stark* v. *Barrett,* 15 Cal. 361. Of course, this interest which he conveys is merely an undivided one, for he had no other to convey. *Gates* v. *Salmon,* 35 Cal. 576. But see *Barnhart* v. *Campbell,* 50 Mo. 597. However, upon analyzing the practical results of the Ohio doctrine, it will be seen that it differs little, if any, from the general view. The grantee acquires the same rights, although the court travels a different route in arriving at the result. The Ohio court says, in effect, that such a deed is valid, and therefore the grantee acquires the same rights in the particularly described premises as the grantor had; while other courts, supposedly following a different doctrine, say, in effect, that such a deed is voidable at the option of the other cotenants; if they confirm it, the grantee gets an estate in severalty in the part described, but if they elect to avoid it, the grantee has, nevertheless, the same rights in the described portion as the grantor had. It seems, therefore, that nearly all courts are agreed upon the result which should be attained in such cases, and that the court in the principal case achieved that result, and unknowingly made a decision practically in accord with the weight of authority. See 47 L. R. A. (N. S.) 573, note; FREEMAN ON COTENANCY AND PARTITION, secs. 199-288.

TREASON—EVIDENCE—OVERT ACT.—In a case where defendant was indicted for treason and the overt act was proved by the testimony of one witness plus circumstantial evidence so that proof of the overt act was well-nigh conclusive in fact, and where it was *held* that it is necessary for conviction of treason to produce two witnesses to the whole overt act, there was the following *dictum,* "It may be possible to piece together bits of the overt act, but if so, each bit must have the support of two oaths." *United States* v. *Robinson* (D. C., S. D., N. Y., 1919), 259 Fed. 685.

The probable attitude of the courts on the point raised in the above *dictum* of Hand, J., has long been a matter for speculation in cases suggesting it, but no case directly involving it has arisen in any of our courts. The